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Proof of Claim in Bankruptcy Within 60 Days of Rendition of Judgment—Creditor Defeated in Action to Establish Lien of Mortgage.—Where, in an action brought by a creditor in a State court to establish the validity of a mortgage upon a bankrupt's stock in trade, final judgment that it constitutes an invalid preference under the Bankruptcy Act is rendered in favor of the trustee after the expiration of the year subsequent to the bankrupt's adjudication, it has been held, *In re Noel*, 18 Am. B. R. 10, that the claim of the creditor is "liquidated by litigation" within the meaning of section 57n of the Bankruptcy Act, and he is entitled to prove the same as an unsecured debt, at any time within 60 days of the rendition of the judgment in the State court action.

Accident Insurance—Death by Suicide.—Death from suicide which springs from an insane impulse of a disordered or insane mind is held, in *Tuttle v. Iowa State Traveling Men's Asso.* (Iowa) 7 L.R.A.(N.S.) 223, to be through external, violent, and accidental means within the meaning of an accident insurance policy.

Insurance Company—By-Laws—Validity.—A by-law of an insurance company that the mailing of notices of assessment may be conclusively shown by the certificate of an officer of the corporation, who is not required to be personally cognizant of the fact, is held, in *Duffy v. Fidelity Mut. L. Ins. Co.* (N. C.) 7 L.R.A.(N.S.) 238, to be unreasonable and void.

Notice—Mailing.—The mere mailing of a notice properly addressed and stamped is held, in *Kavanaugh v. Security Trust & L. Ins. Co.* (Tenn.) 7 L.R.A.(N.S.) 253, not to be, in the absence of a statute or contract provision, a compliance with a custom to give notice of the maturing of a note given for an insurance premium, where the letter never reaches its destination, although the custom has been to give notice by mail.

Mutual Insurance—Beneficiaries.—The right of one made beneficiary in a mutual benefit certificate as a dependent of assured, to receive the proceeds of the certificate, is held, in *Murphy v. Nowak* (Ill.) 7 L.R.A.(N.S.) 393, to cease upon her marrying and securing means of support other than the assured prior to his death, where by the laws of the order the fund can be paid only to dependents of deceased members.

Lease and Sublease—Cancellation.—A decree canceling a lease, made by consent of the lessee's administrator and representatives of the lessor in proceedings to which a sublessee is not a party, is held, in *Mitchell v. Young* (Ark.) 7 L.R.A.(N.S.) 221, not to affect his rights under the sublease.